

BBC/MU ORCHESTRAS AGREEMENT - EXTRAS AND DEPUTIES

2021

Introduction

- A. This Agreement is made between the BBC and Musicians' Union and the terms and conditions set out herein are applicable to freelance musicians ("Musicians") engaged from time to time by the BBC to rehearse and perform as Extras or Deputies with the BBC's orchestras ("BBC Orchestra(s)").
- B. This Agreement shall be deemed to have come into operation on 1st April 2021 and shall continue in force until terminated or revised by mutual agreement between the parties and subject to either party giving to the other not less than thirteen weeks' written notice.
- C. The rates for payments set out in this Agreement shall be increased on 1st April 2022 and 1st April 2023 as agreed in correspondence between the BBC and the Musicians Union.
- D. Local agreements and variations to this Agreement may be negotiated, as demanded by the Orchestras' activity including all arrangements relating to UK and Foreign orchestra tours, and in relation to any BBC local practices.
- E. Each Musician shall enter into a written contract of engagement with the BBC, which contract shall incorporate the terms and conditions of this Agreement.

Signed:



.....
on behalf of the **BRITISH
BROADCASTING CORPORATION**

SIMON BROWN
Commercial, Rights & Business Affairs
Manager

Signed:



.....
on behalf of the **MUSICIANS' UNION**

JO LAVERTY
National Organiser Orchestras

1. **Services within Contract**

Musicians shall provide their services to the BBC Orchestra that engages them to rehearse and perform in the BBC Orchestra, and otherwise to participate in the primary activities of the BBC Orchestra.

2. **Engagement Fees**

2.1 A single day (normally 2 x 3 hours sessions):

Regional

| | |
|---------------|---------|
| Principal | £163.00 |
| Sub-principal | £153.00 |
| Tutti | £141.00 |

London

| | |
|---------------|---------|
| Principal | £185.00 |
| Sub-principal | £175.50 |
| Tutti | £162.00 |

Two sessions in a single day should not exceed an aggregate of 6 hours. In the event that 6 hours are exceeded the overtime payments shall be made according to the rates specified in clause 3.5 below .

2.2 Any additional sessions (up to 3 hours):

Regional

| | |
|---------------|--------|
| Principal | £81.50 |
| Sub-principal | £78.00 |
| Tutti | £70.50 |

London

| | |
|---------------|--------|
| Principal | £92.50 |
| Sub-principal | £88.00 |
| Tutti | £81.00 |

2.3 For concerts with a paying audience ("Public Concert(s)"):

2.3.1 the Engagement Fees specified in 2.1 will cover the concert performance and one associated rehearsal on the day of the Public Concert.

2.3.2 an Engagement Fee as specified in 2.2 shall be payable for any and each further rehearsal(s) required on the day of the Public Concert or on a previous day(s).

2.4 For one single session (3 hours) in a day and where there are no additional day's work for a recording/performance:

Regional

| | |
|---------------|---------|
| Principal | £114.00 |
| Sub-principal | £107.50 |
| Tutti | £98.50 |

London

| | |
|---------------|---------|
| Principal | £129.50 |
| Sub-principal | £123.00 |
| Tutti | £113.50 |

2.5 Overtime

For work beyond the length of the sessions covered by the Engagement Fees specified in clauses 2.1 - 2.4 above, overtime payments will be in 15-minute units (or part thereof) at the following rates:

| | <u>London</u> | <u>Regions</u> |
|---------------|---------------|----------------|
| Principal | £7.80 | £6.75 |
| Sub Principal | £7.30 | £6.35 |
| Tutti | £6.75 | £5.85 |

2.6 Night Work

A supplementary payment of £26.50 will be made for playing between midnight -0800.

2.7 Out of Town Engagements

For any engagement in the UK requiring rehearsals and/or performances 15 miles or more away from the base of the relevant BBC Orchestra, a one-off supplementary payment will be made as follows:

| | |
|-----------------------------------|--------|
| Returning to base before midnight | £18.10 |
| Returning to base after midnight | £23.60 |

2.8 Doubling

Musicians will be entitled to a single doubling supplement of £13.60 which will cover all doubling required during an engagement, with no limit on the number of instruments or sessions for the relevant engagement.

3. Rights

3.1 In consideration of payment of the Engagement Fees specified in clause 2 above, the BBC shall acquire all rights in a Musician's work for use in all media, formats and territories in perpetuity subject to supplementary payments for the following only:

- (i) extracts used in a manner which is completely outside the context of the original use for a purely commercial purpose unrelated to the BBC's activities (e.g. the use of an extract as an advertising jingle by a commercial advertising agency);
- (ii) altered, adapted or remixed extracts used in an interactive application (other than in a public service or educational context would not attract supplementary payment);
- (iii) third party hire arrangements where the BBC grants the third party specific rights to further commercial exploitation of the performance. A third-party hire arrangement is one where there is no connection to the following: the BBC, any other public service broadcaster, BBC Studios,

tours or participation at festivals or work for any organisation in which the BBC is a co-production or broadcast partner;

- (iv) single purpose sessions for a commercial audio recording in which there is no BBC involvement, a payment of 50% of the appropriate MU/BPI rate will be payable.

The above supplementary payments will be in line with any relevant freelance agreement to which the Musicians' Union is currently a party, or where no such relevant agreement exists, as agreed between the BBC and the Musicians' Union.

- 3.2 In respect of home video exploitation, the parties hereto agree that the Engagement Fees specified in this Agreement encompass the present assessment of Equitable Remuneration in respect of the rental and lending rights.

4. Allowances

4.1 Travel, Meals and Accommodation

The BBC reserves the right in all cases to provide transport, meals and accommodation in lieu of an allowance and there may be circumstances in which a meal allowance is paid but an overnight allowance is not paid or vice versa. Where an allowance is paid the rates are as follows:

4.2 Meal Allowances

| | |
|---|--------|
| Away from home or base for more than 5 hours and where there are no BBC canteen facilities | £6.00 |
| Away from home or base for more than 10 hrs and where there are no BBC canteen facilities (departing after 1300) | £13.00 |
| Away from home or base for more than 10 hrs and where there are no BBC canteen facilities (departing before 1300) | £19.00 |

4.3 Accommodation, Breakfast & 24 Hours Allowances

The BBC will usually arrange and pay for accommodation and breakfast. Where these have not been provided one of the following will apply:

- (i) Maximum receipted allowances (excluding VAT) are:
 - Bed & Breakfast: £85.00
 - Accommodation only: £75.00

This receipted allowance is subject to the prior approval of the Orchestra's Management.

- (ii) Where the BBC arranges and pays for accommodation and breakfast, but players are given the option to arrange their own accommodation and breakfast (excluding staying with friends/family which is dealt with in (iii) below) they will receive reimbursement of the actual cost of accommodation upon production of a receipt and up to a maximum of that

which the BBC is paying for accommodation and breakfast, but this is also subject to the maximum receipted allowance. Musicians must provide a receipt in order to be reimbursed.

- (iii) Where Musicians are given the option to arrange their own accommodation and stay with friends/family a sum of £20.00 will be paid

In addition to the above a 24-hours allowance of £5.00 applies

4.4 **Travel**

Where the BBC does not pay for or provide transport, the BBC will reimburse the cost of a standard second class rail fare.

4.5 **Travel Days (UK Tours only)**

An amount equal to the relevant Engagement Fee specified in clause 2.2 above will be paid for:

- (i) each orchestral travel day; and
- (ii) where there is travel on a final day of a tour and if the orchestra returns to base after 1300.

4.6 **Foreign Tours**

Arrangements regarding all aspects of foreign touring shall be subject to separate local agreement.

5. **Porterage**

| | |
|---|-------------------------|
| <u>Group A</u> Chimes, Drums, Electric Guitar, Double Bass, Marimba, Vibes, Xylophone | £17.60 |
| <u>Group B</u> Electric Accordion, Bass Saxophone, Tuba, NB: Limit of payment in Group B for two or more instruments | £13.40 |
| <u>Group C</u> Bass Clarinet plus 1 other instrument, Contra Bassoon, Glockenspiel, Baritone Saxophone, Trombone plus 1 other brass instrument, French Horn plus 1 other brass instrument, 2 Saxophones, Cello | £9.30 |
| <u>Group D</u> Piano Accordions | £7.25 |
| <u>Group E</u> Harp, Timps, Organ | Negotiated individually |
| Kit Drums | £51.50 |

6. Payments

All Payments will be made by BACS within 30 days of the last day of the engagement.

7. MU Pension Scheme

The following sets out the terms agreed between the BBC and the MU for contributions made to the MU Pension Scheme.

Where the Musician is a member of the MU Pension Scheme and has elected to make a contribution, the BBC will contribute 7.5% of designated as pensionable payments and the Musicians will contribute 5% of those fees designated as pensionable (see definition below).

The BBC will remit their contribution and the musician's contribution direct to the Pension Scheme on a monthly basis.

Fees defined as pensionable payments

Engagement Fees (excluding rehearsal only)

Overtime

Doubling

8. Payments for additional uses of recordings made prior to 1st April 2008

8.1 Commercial Exploitation

(i) Commercial Audio Release

Commercial Audio Release means the right to distribute sell rent or lend recordings by any means (including but not limited to CDs or by any technical means now known or which may become known).

£14.40 per 10 minutes of material contained in the Commercial Audio Release.

(ii) All other Commercial audio/audio visual exploitation (except Commercial Audio Release)

Payment for all other commercial exploitation will be made with reference to the relevant freelance agreement or agreed with the Musicians' Union where no freelance agreement is in place.

Equitable Remuneration: In respect of home video exploitation, the parties hereto acknowledge that the Fees specified above encompass their present assessment of Equitable Remuneration in respect of the rental and lending rights.

8.2. Public Service Uses

The fees and supplements paid prior to 1st April 2008 acquired all rights to use the recordings for all Public Service and BBC Joint Venture Channel purposes. However, the following top up fees apply:

| Original Public Service Use Fee | Supplementary Fees acquiring all uses on BBC-1 or BBC-2 on all platforms |
|--|---|
| Public Concert Digital TV/Joint Venture Channel with Radio Simultaneous Tx | £33.30 |
| TV Programme Regional | £34.10 |
| TV Short Item Regional | £16.30 |
| Full Programme - Public Service Digital TV/Joint Venture Channel where musician paid at 50% the usual rate | £50.20 |
| Short Item - Public Service Digital TV/Joint Venture Channel where musician paid at 50% the usual rate | £25.10 |

NB: This is not an exhaustive list of supplementary payments and should a public service use be required which falls outside the above schedule of payments reference will be made to the relevant freelance agreement or agreed with the Musicians' Union where no freelance agreement is in place.

9. **BBC's Anti Bullying and Harassment Policy**

The BBC is committed to having a working environment where everyone is treated with dignity and respect. The BBC does not tolerate bullying, harassment and/or victimisation and expects everyone working at or with the BBC (including freelancers, sub-contractors and agency workers), as well as BBC visitors and guests, to behave respectfully towards others and never act in a way that could be regarded as bullying, harassment and/or victimisation.

The aim of the BBC's Anti-Bullying and Harassment Policy is to help prevent the occurrence of bullying, harassment and/or victimisation in the workplace, and to provide guidance on how to resolve complaints both informally and formally should such behaviour occur.

For further details consult your point of contact with the orchestra or the MU.
